

WILLIAM RICE

MAY 25, 1842.

Read, and laid upon the table.

Mr. COWEN, from the Committee of Claims, made the following

### REPORT:

*The Committee of Claims, to which was referred the petition of William Rice, report:*

That this claim was examined by the Committee of Claims, and an unfavorable report made thereon, at the 1st session of the 26th Congress. The committee have re-examined the case, and find nothing to change their opinion from that expressed in said report, which is hereunto annexed, and made part of this report. They therefore offer to the House for adoption the following resolution:

*Resolved*, That the prayer of the petitioner ought not to be granted.

APRIL 4, 1840.

Mr. GIDDINGS, from the Committee of Claims, to whom was committed the memorial of William Rice, reported:

That the memorialist sets forth that, on the seventh day of September, A. D. 1838, he entered into a contract with the Government of the United States to erect a monument of granite stone on Bowditch's ledges, in Salem harbor, for the sum of \$4,690; that, on the first day of October following, he made an attempt to secure the foundation for said monument, but was unable to do the same, in consequence of the depth of the water, the roughness of the waves, and the inclemencies of the weather, until the first day of May, A. D. 1839, by which he incurred a loss of \$590, including the expenses of removing the remains of the old monument, and the expense of a diving bell, which he prays may be refunded. The committee have obtained from the Treasury Department a copy of the contract referred to in the petition, one part of which is in the words following: "The monument to be of a triangular form, the sides of the triangle to be each twenty feet at the base, thirty-two feet high, to point to the east-southeast, to bevel or batter to six feet at the top of granite stone. The ledge to be reduced to a fair level, to bed and build the lower course of stone, which is to be eighteen inches thick, two feet wide, and ten feet long, to be bolted to the ledge with copper bolts."

By the plain and express terms of the contract, the petitioner obliged himself "to reduce the ledge to a fair level, and to bolt the lower course of stone to the ledge." For doing this he was to receive the compensation stipulated. The circumstances of which the memorialist complains were before him, and formed a part of the very labor which he bound himself to perform. This was to be done under the disadvantages of the water and waves now mentioned in his memorial. He voluntarily bound himself to meet and overcome their difficulties, and execute the work. The Government made no insurance against wind and waves. Had the weather been more pleasant than was expected, would the memorialist have refunded any part of the money received on the contract? It is believed no such expectation would have been entertained, either by the petitioner or any other person. The committee consider the contract mutual, and subject to all the principles which would have governed it had it been made by individuals. They find an express contract was made; that it has been complied with, and fully performed by the petitioner, for which he has received the money stipulated; but they are unable to discover any claim whatever for further compensation. They therefore recommend to the House for adoption the following resolution:

**Resolved,** That the petitioner is not entitled to relief.

APRIL 4, 1840.

Mr. Giddings, from the Committee of Claims, to whom was committed the memorial of William Rice, reported:  
That the memorialist sets forth that, on the seventh day of September, A. D. 1838, he entered into a contract with the Government of the United States to erect a monument of granite stone on Bowditch's ledge, in Salem harbor, for the sum of \$4,000; that, on the first day of October following, he made an attempt to secure the foundation for said monument, but was unable to do the same, in consequence of the depth of the water, the roughness of the waves, and the inclemencies of the weather, until the first day of May, A. D. 1839, by which he incurred a loss of \$500, including the expenses of removing the remains of the old monument, and the expense of a diving bell, which he prays may be refunded. The committee have obtained from the Treasury Department a copy of the contract referred to in the petition, one part of which is in the words following: "The monument to be of a triangular form, the sides of the triangle to be each twenty feet at the base, thirty-two feet high, to point to the east-southeast, to plevin or batter to six feet at the top of granite stone. The ledge to be reduced to a fair level, to bed and build the lower course of stone, which is to be eighteen inches thick, two feet wide, and ten feet long, to be bolted to the ledge with copper bolts."